

**MEMORANDUM OF UNDERSTANDING**

**BY AND BETWEEN**

**COUNTY OF MADERA**

**AND THE**

**MADERA COUNTY EMPLOYEES'  
ASSOCIATION**

**October 1, 2007 – December 31, 2010**  
**(Term extended through December 31, 2011)**

**MEMORANDUM OF UNDERSTANDING  
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Clerical/Technical Units**

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## **MEMORANDUM OF UNDERSTANDING**

### **(Clerical/Technical Units)**

THIS MEMORANDUM OF UNDERSTANDING, made and entered into this thirtieth day of October, 2007, by and between the COUNTY OF MADERA (hereinafter referred to as "COUNTY") and the MADERA COUNTY EMPLOYEES' ASSOCIATION (hereinafter referred to as "ASSOCIATION"), for and on behalf of the Employees hereinafter identified. Upon adoption by the Board of Supervisors of Madera County, the MEMORANDUM will become binding between the COUNTY and the ASSOCIATION.

01.00.00      GENERAL PROVISIONS - DEFINITIONS.

01.01.00      EMPLOYER. The term "EMPLOYER" as used herein shall refer to the COUNTY OF MADERA.

01.02.00      ASSOCIATION. The term "ASSOCIATION" as used herein shall refer to the MADERA COUNTY EMPLOYEES' ASSOCIATION.

01.03.00      EMPLOYEE. The term "EMPLOYEE" as used herein shall mean any person in the Classified Service employed by the COUNTY who is occupying a permanent position, within the Clerical/Technical Unit as established under the provisions of Madera County Code 2.60 and 2.63.

01.04.00      APPOINTING AUTHORITY. The term "APPOINTING AUTHORITY" as used herein shall mean the group or person having the lawful power to make appointments or to remove persons from positions in the County service.

02.00.00      RECOGNITION.

02.01.00      ASSOCIATION RECOGNITION. Pursuant to Section 3500-3510 of the Government Code of the State of California and subject to the provisions of Madera County Code 2.63, the ASSOCIATION is recognized as the certified EMPLOYEE organization having the exclusive right to meet and confer for all EMPLOYEES within classifications designated as Clerical or Technical.

02.02.00      The classifications in these Units are listed in the Appendix attached.

02.03.00      RECOGNITION OF MUTUAL OBLIGATION. The ASSOCIATION and EMPLOYER recognize and acknowledge their mutual obligation and responsibility to effectuate the purpose set forth in, and to adhere to, the conditions and clauses set forth in this MEMORANDUM OF UNDERSTANDING.

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### **03.00.00 HIRING PROVISIONS.**

03.01.00 NON-DISCRIMINATION. No EMPLOYEE covered by this Agreement shall be unlawfully discriminated against by the EMPLOYER, or by the ASSOCIATION by reason of race, color, religion, ancestry, marital status, disability, sex, age, national origin, political affiliation, sexual orientation, or union affiliation.

03.02.00 EMPLOYMENT. As provided in Madera County Code 2.63.040, the EMPLOYER will not interfere with or discriminate against any EMPLOYEE by reason of membership in the ASSOCIATION.

### **04.00.00 ASSOCIATION SECURITY.**

04.01.00 The ASSOCIATION recognizes its obligation to cooperate with the EMPLOYER to assure maximum service of the highest quality and efficiency to the citizens of the COUNTY OF MADERA, consistent with its responsibilities to the EMPLOYEES it represents and as the certified EMPLOYEE organization, the ASSOCIATION is obligated to represent all EMPLOYEES covered by the MEMORANDUM OF UNDERSTANDING as required by law.

04.02.00 CLERICAL UNIT: The EMPLOYER will deduct ASSOCIATION dues from the payroll warrant of each EMPLOYEE who has submitted a payroll deduction authorization. The EMPLOYER will deduct an ASSOCIATION service fee for all other employees in the unit in an amount determined by the ASSOCIATION to pay for representation costs as are permitted under State law. Such dues deductions and service fee shall be remitted to the ASSOCIATION monthly with an itemized statement. Prior to commencement of a service fee, there shall be an election by all employees in the representation unit. The form and procedures used for the election shall be as agreed by the EMPLOYER and ASSOCIATION. The ASSOCIATION shall call for an election within 90 days of submission. A majority vote of members of the unit voting is required for a service fee to be instituted.

04.02.01 TECHNICAL UNIT: The EMPLOYER will deduct ASSOCIATION dues from the payroll warrant of each EMPLOYEE who has submitted a payroll deduction authorization. The EMPLOYER will deduct an ASSOCIATION service fee for all other EMPLOYEES in the unit in an amount determined by the ASSOCIATION to pay for representation costs as are permitted under State law. Such dues and service fees shall be remitted to the ASSOCIATION monthly with an itemized statement.

04.03.00 The ASSOCIATION shall keep the EMPLOYER currently informed as to the amount of dues to be deducted and such notification shall be certified to the EMPLOYER in writing over the signature of authorized Officers or Representatives of the ASSOCIATION.

04.04.00 The changes in the ASSOCIATION membership dues shall be certified to the EMPLOYER at least one (1) month in advance of the effective date of such changes and the EMPLOYER shall have no responsibility for the collecting of fees, assessments, or other deductions unless such deductions are certified to the EMPLOYER as prescribed at least thirty (30) days in advance of the payday upon which such deduction is to be made.

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- 04.05.00 An EMPLOYEE may revoke his/her prior dues deduction authorization only upon a written request to the County Auditor's Office during the first fifteen (15) working days in the month of June. Dues revocation forms are available at the Auditor's Office.
- 04.06.00 The ASSOCIATION shall indemnify, defend, and hold the EMPLOYER harmless against all claims, demands, expenses, judgments, or other liabilities on account of dues collected by the EMPLOYER and paid over to the ASSOCIATION.
- 04.07.00 The ASSOCIATION agrees to refund to the EMPLOYER any amounts paid to it in error upon presentation of proper evidence thereof.
- 04.08.00 The ASSOCIATION shall be informed in advance in writing by the EMPLOYER of any proposed change in working conditions and other terms and conditions of employment not covered by this Memorandum which requires the EMPLOYER to meet with Employee Representatives as set forth within the provisions of the Meyers-Milius-Brown Act. In instances where the EMPLOYER is proposing to grant recognition to an employee, or employees, that are not in the form of cash, and do not exceed a value of \$200 per employee in any given calendar year, the employer will notify the ASSOCIATION, however under such circumstances there shall be no obligation to meet and confer.
- 04.09.00 The EMPLOYER shall notify each new EMPLOYEE of the existence of the ASSOCIATION by providing a pamphlet which will be furnished by the ASSOCIATION.
- 04.10.00 The ASSOCIATION recognizes its responsibility as the designated representative and agrees to represent all EMPLOYEES in the units without discrimination of any type, interference, restraint, or coercion, subject to their employment relations with the EMPLOYER to the extent required by law.
- 05.00.00 MANAGEMENT RIGHTS
- 05.01.00 The EMPLOYER retains the exclusive right to manage the COUNTY. All the rights, powers, functions and authority of the EMPLOYER which it had prior to the time the ASSOCIATION became certified as Representative of the EMPLOYEES of the EMPLOYER and which are not limited or modified by specific provisions of this Memorandum, are retained by the EMPLOYER. The EMPLOYER specifically retains the right to manage and supervise its EMPLOYEES as follows:
- (a) To hire, promote, transfer, assign, classify positions, retain EMPLOYEES, and to suspend, demote, discharge, or take other disciplinary action against EMPLOYEES.
  - (b) To lay off, or demote EMPLOYEES from duties because of lack of work, lack of funds, in the interest of economy, or other legitimate reasons.
  - (c) To determine the policies, standards, procedures, methods, means and personnel by which COUNTY operations are to be conducted.
  - (d) To take whatever actions may be necessary to carry out the mission of the COUNTY in situations of emergency.

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- (e) All rights formerly or presently claimed by or vested by the COUNTY on the effective date of this Memorandum of Understanding and not mentioned in Section 05.00.00 (MANAGEMENT RIGHTS) are retained by the COUNTY unless explicitly waived by the COUNTY by Resolution or by a Memorandum of Understanding.
- (f) Nothing in this policy shall be construed to interfere with the COUNTY'S right to manage its operations in the most economical and efficient manner consistent with the best interest of all the citizens, taxpayers, and EMPLOYEES of Madera County.

### **06.00.00 ASSOCIATION RIGHTS**

06.01.00 EMPLOYER and the ASSOCIATION affirm the principle that harmonious EMPLOYEE-EMPLOYER relations are to be promoted and furthered. When a person is hired in any of the covered job classifications, the COUNTY shall notify that person that the ASSOCIATION is the certified representative for the EMPLOYEES and shall notify the ASSOCIATION of such hiring.

06.02.00 Reasonable space will be made available to the ASSOCIATION in each major county facility to place an ASSOCIATION purchased bulletin board. Each location will be mutually agreed upon by the COUNTY and ASSOCIATION. The ASSOCIATION is responsible for maintaining all such boards and will hold the COUNTY harmless for any materials posted on ASSOCIATION property. Such use will continue so long as the material is not prohibited by legislation.

In departments where an ASSOCIATION board is not provided, the EMPLOYER shall provide the ASSOCIATION space on COUNTY bulletin boards for posting of ASSOCIATION bulletins and other notices to its members.

06.03.00 Representatives of the ASSOCIATION shall have reasonable access to EMPLOYEES, during their scheduled rest periods, provided such access does not interfere with COUNTY business. Department Heads and first-line supervisors will be notified by the EMPLOYER of the provisions of this Section. Solicitation for membership shall not be conducted during working time.

06.04.00 Representatives of the ASSOCIATION shall have access to any EMPLOYEE or EMPLOYEES presenting a grievance, and EMPLOYEES have the right to have an ASSOCIATION Representative represent him or her at all stages of disciplinary action. A Representative of the ASSOCIATION may be present upon request during questioning of an EMPLOYEE which may lead to disciplinary action against said EMPLOYEE. This Section shall not infringe on any management rights set forth in Section 05.01.00.

06.05.00 The ASSOCIATION may select one (1) EMPLOYEE representative and one alternate representative for each location where EMPLOYEES covered by this Memorandum are normally assigned.

06.06.00 The EMPLOYER shall provide release time for official Representatives of the ASSOCIATION upon request, with the approval of the Department Head, for the following reasons:

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- (a) Attendance at meetings of disciplinary nature when presence is requested by the EMPLOYEE.
- (b) Attendance at meetings with Management at either the Departmental or County level.
- (c) Meet and confer session.
- (d) Attendance at meetings of Board and Commissions that affect wages, hours, and working conditions of EMPLOYEES represented by this Memorandum of Understanding.

- 06.07.00 In addition to his/her regularly assigned work, the ASSOCIATION Representatives shall be permitted reasonable time during working hours to notify the Business Representative of any violations of this Memorandum. The Representative may contact the Business Representatives during business hours to report grievances, violations of this Memorandum of Understanding or to report safety violations.
- 06.08.00 The ASSOCIATION may designate different official representatives for the purpose of meeting with management on a departmental and administrative level. The ASSOCIATION may also designate alternates to such official representative for the purpose of specific meetings by advance notice to the County Administrative Officer or designee.
- 06.09.00 A time bank shall be established for the Madera County Employees' Association. Employees of the Clerical and Technical Units may voluntarily donate one-half (1/2) hour of accrued vacation leave per calendar year to the time bank for the use of authorized EMPLOYEES to participate in the official business of the ASSOCIATION during working hours. Said participation shall be subject to the approval of the Department Head. Donations shall be irrevocable and shall be without cash value upon transfer to the time bank.
- 07.00.00 EMPLOYEE RIGHTS
- 07.01.00 General Provisions. Execution of this Memorandum of Understanding by the ASSOCIATION shall not be deemed a waiver of any ASSOCIATION or EMPLOYEE right unless the right is clearly or explicitly modified or restricted herein.
- 07.02.00 Representation Rights and Responsibilities. All EMPLOYEES in the Clerical and Technical Units shall be allowed, subject to lawful limitations as may be prescribed in the ASSOCIATION'S by-laws, full voice, vote, and influence on positions and proposals of the ASSOCIATION.
- 07.03.00 Human Resources Department Files. The Department of Human Resources shall keep such records, in compliance with applicable laws, as are necessary for transactions and reference and for making reports showing administrative actions, including: records of all examinations; eligible lists; records and files of employment history of each EMPLOYEE; vacation, sick leave, and injury records; payrolls; history of each position; and correspondence.
- 07.04.00 Confidential Nature of Personnel Records. All official personnel records/files shall be considered to be of a confidential nature and will be made available only to the EMPLOYEE, to the Board of Supervisors; to the EMPLOYEE'S appointing authority, County Counsel or his/her

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representative. Records shall not be released to any other official or to the public without specific authorization of the employee, except in response to a valid subpoena, or pursuant to law.

- 07.05.00 All documents critical of an EMPLOYEE, including performance evaluations, to be placed in the personnel file must be signed and dated by the submitting authority, after the following has occurred:
- (a) EMPLOYEE is given notice.
  - (b) EMPLOYEE is given a copy of the document.
  - (c) EMPLOYEE is given an opportunity to review and comment thereon.
- 07.06.00 If an EMPLOYEE disagrees with the content of a document, including performance evaluations, placed in his/her personnel file, it shall be the right of the EMPLOYEE to submit a written response to the Director of Human Resources to be attached to the document in question and included in the file.
- 07.07.00 Transfers (from one Department to another Department). An EMPLOYEE may request consideration for transfer to vacant positions in the same class by submitting a written request to the Director of Human Resources. When vacancies occur in the class, name of EMPLOYEES requesting transfer shall be submitted for consideration prior to the certification of names from an eligibility list. The EMPLOYEE'S current department cannot unreasonably deny a transfer request.
- 07.08.00 Requests for Reassignment (within a Department). EMPLOYEES who wish to be considered for reassignment to another position in the same class within their department may do so by submitting a written request to their appointing authority. Requests for reassignment shall be considered along with any other requests for transfer or certification of names from an eligibility list.
- 07.09.00 Reduction in Force.
- 07.09.01 Layoffs shall be within each department.
- 07.09.02 Layoffs shall be within the designated class only. A person designated to be laid off shall not have the right to a position occupied by an EMPLOYEE in a lower class unless such EMPLOYEE is in the same department and is in a provisional or temporary (extra help) status.
- 07.09.03 Provisionals shall be laid off first.
- 07.09.04 Layoff of probationary or permanent EMPLOYEES shall be on the basis of total actual time worked, excluding leave without pay, in the class for the COUNTY, not counting time worked in a temporary or provisional status, with those with least service being laid off first.
- 07.09.05 When two or more EMPLOYEES have the same total full-time equivalent work in the class for the COUNTY, the tie shall be broken and preference given in the following order:
- (a) EMPLOYEE with the greatest seniority in the class, or the higher class in the department.

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- (b) EMPLOYEE with the greatest seniority in the class Countywide.
- (c) EMPLOYEE with the greatest seniority within the department.
- (d) EMPLOYEE with the greatest seniority Countywide.

- 07.09.06 EMPLOYEES, subject to layoff, will be given written notification by the Human Resources Department of the tentative plans for a staff reduction, and the effective date of such action. Generally, the notification will be given to the EMPLOYEES at least 30 days in advance of the lay-off. A copy of the notification will be submitted concurrently to the ASSOCIATION.
- 07.09.07 Should the Board of Supervisors determine a reduction in staff is necessary, the EMPLOYEES determined to be subject to the layoff will be notified in writing as far in advance of the effective date of the action as possible. The EMPLOYEES will also be informed as to their placement on the reinstatement eligible list. A copy of the notification will be submitted concurrently to the ASSOCIATION.
- 07.09.08 The EMPLOYER recognizes that seniority is a factor that needs to be considered when decisions are made on which positions will be eliminated in a layoff. To the extent that it is organizationally and financially possible the EMPLOYER will attempt to maintain positions occupied by the most senior employees of a department and the county. This provision is provided as permissive guidance and does not create an obligation on the EMPLOYER to layoff only those employees who are less senior.
- 07.09.09 Voluntary layoff may be granted to an employee in a class for a position that will be laid off even though they would have sufficient seniority to not be laid off. The purpose of this provision is to permit the substitution of a more senior employee for layoff for that of a less senior employee on a voluntary basis. Employees in this status, if reappointed from a reinstatement eligible list within 60 days of separation, will retain the anniversary date held at date of separation.
- 07.10.00 Demotion in Lieu of or After Layoff.
- (a) An employee designated to be laid off may elect to be demoted to a lower class in the same series of classes provided that such demotion shall not result in the layoff or demotion of any EMPLOYEE in the lower class.
  - (b) An EMPLOYEE who has been laid off may be placed on a reinstatement eligible list for a lower class in the same series of classes at his/her request. His/her name shall be placed on such list after names of EMPLOYEES laid off from positions in that class.
  - (c) Demotions and appointments resulting from (a) and (b) above shall in no way affect the EMPLOYEE'S position on a reinstatement eligible list for the class from which he/she was laid off.
- 07.10.01 EMPLOYEES appointed to a position of the same salary range or to a position of a lower range than previously occupied as a result of a transfer, downward classification, or voluntary demotion, shall be paid at the step providing the closest monthly salary as before, except that the salary shall not be higher than the amount previously received or "E" step in the new range. The anniversary date shall remain unchanged.

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### **07.11.00 Reinstatement After Layoff:**

- (a) EMPLOYEES laid off in accordance with Madera County Code 2.57.100 shall be placed on a reinstatement eligible list for the class with the employee last to be laid off first on such list and continuing in inverse order of layoff. Names shall remain on the reinstatement eligible list for two years.
- (b) Such EMPLOYEES shall have an absolute right only to reappointment to vacant positions in the same class and in the same department from which they were laid off. In all other instances, they shall be certified from the reinstatement list in accordance with the Civil Services Rules and shall be subject to a new probationary period.
- (c) If an EMPLOYEE whose name is on the reinstatement eligible list has been involuntarily laid off from a position in the class and in the department for which certification is requested his/her name alone shall be certified.

07.12.00 Representation of EMPLOYEES. The EMPLOYER recognizes that EMPLOYEES in the Clerical and Technical Units may be represented by the ASSOCIATION in their employer-employee relationship with the COUNTY.

07.12.01 An EMPLOYEE whose presence is requested by Management to investigate, discuss or review an action of the EMPLOYEE which would likely lead to discipline, has a right to be represented by an Officer, Director or Business Representative of the ASSOCIATION.

07.12.02 The EMPLOYER may call in an EMPLOYEE to discuss evaluation and work performance. However, the EMPLOYEE reserves the right to be accompanied by a Representative if specific punitive action is discussed. Punitive action means any action that may lead to dismissal, demotion, suspension, reduction in salary, or written reprimand. An EMPLOYEE may inquire prior to attending any meeting as to the specific nature of the meeting. When an employee challenges the standard of "specific nature," it does not exempt the employee from compliance with attendance.

07.12.03 The presence of a responsible representative of the EMPLOYEE'S own choosing who is not an Officer, Director or Business Representative of the ASSOCIATION shall satisfy the requirements of this section.

### **08.00.00 REST PERIODS.**

08.01.00 EMPLOYEES shall be allowed rest periods once before the meal break and once after the meal break not to exceed 15 minutes each. Rest periods will be scheduled by the EMPLOYER consistent with the workload and in accordance with the requirement of the department.

### **09.00.00 GRIEVANCE PROCEDURES.**

09.01.00 Definitions. A grievance is a complaint or claim by an EMPLOYEE, a group of EMPLOYEES or the ASSOCIATION of a violation of this Agreement, or other terms or conditions of employment, established rules, or past practices.

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09.02.00 Adjustment Procedure. Any EMPLOYEE having any grievance shall proceed as follows:

09.02.01 (A) A written grievance must be filed within ten (10) working days from the time the Grievant becomes aware or should have become aware of the issue or incident giving rise to the problem.

1. The Grievant shall first seek an adjustment of the grievance by the immediate supervisor unless the supervisor is a party to the grievance. Upon receipt of the written grievance, the immediate supervisor shall give the Grievant a written reply within ten (10) working days.
2. If the immediate supervisor's response is not satisfactory to the Grievant, the Grievant may, within five (5) working days, file an appeal to the Department Head. The Department Head shall give the Grievant a written response within ten (10) working days.
3. The COUNTY and the ASSOCIATION may mutually agree to waive steps 1 and 2 and proceed directly to use of the mediation step when an issue is not within Departmental jurisdiction.
4. If the Department Head's response is not satisfactory to the Grievant, the Grievant may, within five (5) working days, file an appeal to the Director of Human Resources requesting a hearing before a mediator from the State Mediation and Conciliation Service.
  - (a) The Mediation Step shall be convened as soon as practicable to hear the grievance, which may be continued from time to time.
  - (b) The Mediator shall render a recommendation within ten (10) working days of the hearing. The Mediator will be guided by Rules of Evidence utilized in Administrative Proceedings and will determine the appropriateness of any grievance that has been filed. Each party, including the Mediator will be afforded the opportunity to examine witnesses. Each party shall have the right to submit pre and/or post-hearing briefs which shall include any arguments for the benefit of the Mediator.
  - (c) The recommendation of the Mediator shall be submitted to the Civil Service Commission for its review and decision. Should the Commission not accept the findings or recommendation(s) of the Mediator, a hearing date may be set to review the case. The decision of the Commission shall be final.

09.03.00 All time limits herein stated above may be extended by mutual agreement of the parties involved.

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- 10.00.00 EMPLOYMENT RIGHTS APPEALS. (Merit System Only)
- 10.01.00 EMPLOYEES in the Department of Social Services or Department of Child Support Services may utilize the Civil Service Commission for Employment Rights Appeals.
- 10.02.00 Employment Rights Appeals are defined as actions taken against EMPLOYEES and are appealable to the State Personnel Board: involuntary demotion, dismissal, suspension, medical termination or transfer, automatic resignation, reduction in pay for disciplinary reasons, grievances involving discrimination or political affiliation.
- 10.03.00 EMPLOYEES with permanent status and employed in the Department of Social Services or Department of Child Support Services and under the jurisdiction of the Interagency Merit System shall have the right to utilize the Madera County Civil Service Commission to resolve their Employment Rights Appeals.
- The appealing EMPLOYEE will be required to formally waive the right to decision on a waiver form provided by the Executive Officer of the State Personnel Board.
- 10.04.00 With the election to use the Civil Service Commission, the EMPLOYEE will be required to adhere to the provisions of Chapter 2.54.120 of the Madera County Code regarding dismissal, suspension, or reduction in rank.
- 11.00.00 IMPASSE PROCEDURE.
- 11.01.00 "IMPASSE" means that the Representative of the COUNTY and the ASSOCIATION have reached a point in their meeting and conferring in good faith to establish a successor Memorandum of Understanding where their differences on matters to be included in such a Memorandum of Understanding, and concerning which they are required to meet and confer, remain so substantial that further meeting and conferring would be futile.
- 11.02.00 Initiation of Impasse Procedures: If the meet and confer process has reached impasse, either party may initiate the impasse procedures by filing with the other party a written request for an impasse meeting together with a statement of its position on all disputed issues. An impasse meeting shall then be scheduled promptly by the COUNTY'S designated Employee Relations Officer. The purpose of such an impasse meeting shall be:
- (a) To identify and specify in writing the issues that remain in dispute;
  - (b) To review the positions of the parties in a final effort to resolve such disputed issue or issues; and
  - (c) If the dispute is not resolved, to discuss arrangements for the utilization of the impasse procedures provided.
- 11.03.00 Mediation: If either party desires to submit the dispute to mediation, the dispute shall be submitted to the State Mediation and Conciliation Service. All mediation proceedings shall be private. The mediator shall make no public recommendation, nor take any public position at any time concerning the issues.

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11.04.00 **Fact-Finding:** If an impasse continues after mediation, either party may elect to use fact-finding. The parties will agree as to the identity of, or the method of selecting, the fact finder. If mutual agreement to select the fact finder cannot be attained within five days of receipt of a demand for fact finding, the parties shall request a panel of five (5) names from the State Mediation and Conciliation Service. The parties shall then alternatively strike names from said panel, with the COUNTY striking first, until only one name remains, and that person shall be the fact finder.

If the parties mutually agree to fact finding, the costs thereof, if any, shall be shared equally. If, however, one party does not desire fact finding, the party requesting fact finding will bear such costs.

If fact-finding is used, the following shall apply:

- (a) The parties shall instruct the fact finder on the specific facts to be ascertained;
- (b) The fact finder's findings shall be without recommendation and shall be submitted directly to the parties concerned; and
- (c) The parties shall attempt to reach an agreement by meeting and conferring in good faith on the basis of the fact finder's finding.

12.00.00 **COMPLIANCE WITH MEMORANDUM OF UNDERSTANDING.**

12.01.00 In the event of any violation of the terms of this Memorandum of Understanding, responsible and authorized representatives of the ASSOCIATION or the EMPLOYER, or any individual Department Head, as the case may be, shall promptly take such affirmative action as is within their power to correct and terminate such violation for the purpose of bringing about compliance with the terms of this Memorandum of Understanding. Individuals acting or conducting themselves in violation of the terms of this Memorandum of Understanding may be subject to discipline, up to and including discharge. The EMPLOYER shall enforce the terms of this Memorandum of Understanding on the part of its supervisory personnel, the ASSOCIATION shall enforce the terms of this Memorandum of Understanding on the part of its members.

12.02.00 A dispute or difference of opinion concerning the enforcement of this Memorandum of Understanding by the EMPLOYER or the ASSOCIATION, shall first be presented in writing to the other party in an attempt to settle the matter.

13.00.00 **CIVIL SERVICE CHANGES**

13.01.00 The parties agree that should an employee be absent without approved leave for a period of five (5) days, that action shall be considered Abandonment of Position and shall result in termination of employment.

13.02.00 In the event any provision herein, as it may apply to any EMPLOYEE of the County, subject to Section 19800 et seq. of the California Government Code, is determined by the Executive Officer of the State Personnel Board to be in conflict with Local Agency Personnel Standards (Title 2. Administration, Division 5. LAPS), such provision shall be null and void as regards those employees, and Local Agency Personnel Standards shall supersede and prevail.

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- 13.03.00 The parties agree that discipline of a suspension of three (3) days or less, or the equivalent salary reduction, shall be appealable to the CAO rather than the Civil Service Commission. In any case where the CAO is directly involved in a disciplinary action, the appeal shall be made to the Civil Service Commission. The parties agree that any appeal may be submitted to a mediator from the State Mediation and Conciliation Service in an attempt to resolve the matter before submission to the CAO.
- 13.03.01 For any oral testimony heard pursuant to Madera County Code Section 2.57.130 (c), both the CAO, or designee, and the appellant, or designated representative, shall be permitted to examine and cross-examine the witness.
- 14.00.00 WAGES/RETIREMENT
- 14.01.00 The wage rates for all EMPLOYEE classifications covered herein shall be as shown in the Salary Table identified as "CT 0107". The County pays on a monthly basis. The Salary Schedule currently in effect (CT 0107) shall be adjusted by 2.5% effective October 1, 2007. Effective January 1, 2009, the Salary Schedule shall be adjusted by 2.5%. Effective January 1, 2010, the Salary Schedule shall be adjusted by 2.5%.
- 14.01.01 Effective January 1, 2008, certain EMPLOYEES of the ASSOCIATION shall receive a salary adjustment, which will fully implement the updated Hayhurst compensation study, as indicated on Attachment IV, and attached hereto.
- 14.02.00 Approximately Spring, 2008, contingent upon the resolution with other affected bargaining units, the COUNTY agrees to implement a CalPERS contract amendment for Miscellaneous Employees to provide for an enhanced benefit formula of 2.7%@55 with compensation based on EMPLOYEE'S single highest year.
- 14.02.01 All EMPLOYEES are responsible for payment of the employee contribution to the PERS. There is no provision for an EMPLOYER paid member contribution.
- 14.03.00 Appointment to a position in a class with a higher rate of pay. Employees appointed to a position of higher salary range than previously held as a result of promotion or position reclassification shall be paid at the step providing the nearest higher salary providing a minimum increase of 5% in the new range, if available, as of the effective date of appointment and a new anniversary date shall be established.
- 14.04.00 If during the term of this Memorandum of Understanding, specifications are created or deleted for classes within the Clerical/Technical Unit, the EMPLOYER agrees to discuss with the ASSOCIATION the proposed adoption or deletion of such class specifications, and meet and confer on proposed salary ranges.
- 14.05.00 Effective the month following completion of ten (10) years continuous full-time, satisfactory service with the COUNTY, exclusive of approved leave without pay, EMPLOYEES in the Clerical/Technical Unit shall, in addition to his/her regular salary, receive longevity pay equivalent to the difference between his/her regular salary or salary step and the same salary or salary step on the salary chart, which approximates 5%.

## **Memorandum of Understanding - Clerical & Technical Units - 2007-2010**

- 14.06.00 In addition to the benefits provided after ten (10) years service, EMPLOYEES, effective the month following fifteen (15) years continuous full-time satisfactory service, shall receive additional longevity pay equivalent to the difference between his/her regular salary or salary step and the same salary or salary step on the salary chart, which approximates 2.5%. Effective the month following twenty (20) years continuous full-time satisfactory service, an EMPLOYEE in said representation units shall receive additional longevity pay equivalent to the difference between his/her salary or salary step and the same salary or salary step on the salary chart, or which approximates 2.5%.
- 14.07.00 The County will maintain the current contract provision with Public EMPLOYEES Retirement System that provides an option for EMPLOYEES to purchase military service credit at the EMPLOYEES expense.
- 14.08.00 Bilingual Compensation. Any EMPLOYEE in the covered classifications determined by the Human Resources Department to proficiently communicate in a second language, may be eligible for additional compensation. For positions identified as requiring the use of this second language at least 25% of the work time, the supplemental compensation shall be forty-five (\$45) per month. Employees receiving more than forty-five dollars (\$45) per month as of June 30, 1994, shall continue to receive the amount paid as of that date. For those positions approved for occasional use of the second language, the supplemental compensation shall be twenty dollars (\$20) per month.
- The Administrative Officer will determine the number of positions that will be allocated to a Department to receive bilingual pay.
- 14.08.01 In order to be eligible for bilingual pay, an employee must proficiently speak or communicate in another language. To qualify for occasional use the employee must be tested by the Human Resources Department to determine proficiency in communicating the second language. To qualify for the forty-five dollars (\$45) per month differential the employee must demonstrate use of the language at least 25% time worked. This is achieved by filling out a work activity log. The Human Resources Department will provide an employee with a work activity log along with an explanation for filling out the log. The log must be filled out over 10 consecutive working days and must be signed off by the employee's immediate supervisor. The log is then submitted to the Human Resources Department for verification that the other language was spoken 25% or more of the employee's work time. If the time is verified, a proficiency examination must then be taken, unless it has already been completed on the basis of occasional use. As with occasional use, if the employee is deemed proficient in the language as a result of testing administered by the Human Resources Department, the employee will qualify for the bilingual premium. Following the commencement of this agreement the premium pay for either occasional use or 25% use will be effective either the first of the month following the date that the department certifies that bilingual services began or the 1st day of the month following the submission of the work activity log to the Human Resources Department. In the second case, a pay adjustment will be made if the proficiency examination causes a delay in processing.

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If an employee fails to meet the 25% time qualification or does not pass the proficiency examination, the employee must wait six months to again be considered for the bilingual premiums.

### **15.00.00 WORKDAY AND WORKWEEK.**

15.01.00 Workweek and Working Hours. Except as specifically provided in this Memorandum of Understanding, eight hours per day, exclusive of mealtime, shall constitute a regular days work for all EMPLOYEES covered by this Memorandum of Understanding. The Workweek shall be five (5) working days of eight hours each, unless otherwise approved by the Board of Supervisors as provided in Section 15.02.00.

15.02.00 A work schedule which pertains to a 4/10 workweek or other alternate work schedules may be implemented upon recommendation of the respective Department Head and approval of the Board of Supervisors. The Board of Supervisors will review such recommendation as to how they will serve the best interest of the COUNTY.

If the proposal is approved by the Board, a side letter agreement will be signed and the work schedule pattern will have an evaluation period comprised of two 90-day periods. During the first ninety (90) day evaluation period, the COUNTY or the ASSOCIATION may terminate the schedule by a request in writing no later than 15 days prior to the end of the first 90-day period.

During the second 90-day evaluation period, the COUNTY may terminate the schedule at any time by notifying the ASSOCIATION in writing of the decision.

Upon the successful conclusion of the second 90-day evaluation period any change in the work schedule pattern will require the COUNTY to meet and confer with the ASSOCIATION. The assignment of individual employees to given alternate work schedules as established is not a subject of meet and confer. Individual employees have no vested right to any specific schedule as a result of establishing alternate work schedules, except as may be provided for by the mutual agreement above.

### **16.00.00 OVERTIME.**

All classifications receiving time and one-half overtime are listed in Attachment I.

16.01.00 For EMPLOYEES within the Clerical and Technical Representation Units, if, in the judgment of a Department Head, work beyond the normal workday and/or workweek is required, the Department Head may order overtime work. With the exception of extraordinary circumstances, EMPLOYEES may not perform overtime work without specific authorization from his or her Department Head.

16.02.00 EMPLOYEES required to work overtime shall be compensated by allowing the EMPLOYEE compensatory time. EMPLOYEES who have accumulated a total balance of forty (40) hours of overtime shall thereafter be compensated by either cash or compensatory time at the

## **Memorandum of Understanding - Clerical & Technical Units - 2007-2010**

EMPLOYEE'S option. Overtime will be computed at the appropriate rate (straight time or time and one-half) for every hour of overtime worked. The overtime work shall be paid for at the straight-time current hourly rate of the EMPLOYEE in effect at the time of payment, and will be included with the regular monthly payroll in the succeeding payroll period.

16.03.00 All overtime payments shall be made to covered EMPLOYEES in the payroll period immediately following that payroll period the overtime was earned and eligible for cash payment. All current reporting of overtime shall be modified so as to comply to this Section.

16.04.00 Overtime work for EMPLOYEES within the Clerical and Technical Representation Units shall be subject to the following:

- (a) Except in cases of emergency, EMPLOYEES shall not be required to work overtime unless such overtime has been specifically authorized in writing in advance by the Department Head or designee.
- (b) EMPLOYEES required to work overtime shall be compensated by allowing the EMPLOYEE compensatory time. Should an EMPLOYEE accumulate compensatory time in excess of forty (40) hours, overtime shall then be compensated by either cash or compensatory time at the EMPLOYEE'S option. An EMPLOYEE requesting the use of compensatory time off shall be permitted to use such time within a reasonable period after making the request if the use of the compensatory time off will not unduly disrupt the operations of the EMPLOYEE'S department.
- (c) The EMPLOYEE shall have vested interest in cash for such accumulated compensatory time upon termination of employment for any reason. The hourly rate being received at the time of termination is to be used in the computation of the amount due.
- (d) Should an EMPLOYEE who has accumulated forty (40) hours compensatory time use all or part of it, compensation for further overtime worked will revert to mandatory compensatory time until the maximum of forty (40) hours is again accumulated.
- (e) When, due to an emergency, an EMPLOYEE is required to return to work on other than his/her regularly scheduled workday, the EMPLOYEE shall be entitled to callback compensation. The COUNTY shall compensate the EMPLOYEE a minimum of two (2) hours overtime compensation irrespective of the actual time worked when an EMPLOYEE is called back to perform an emergency task. In the event the task exceeds two (2) hours duration, the total compensation shall be for the hours actually worked.
- (f) All cash payments for overtime worked shall be included in the regular salary check in the pay period next succeeding the period in which it was worked.

16.05.00 Meals. When an EMPLOYEE is required to work more than three (3) hours of overtime in one work shift, and due to the nature and/or location of the work is unable to go home for a meal, the COUNTY agrees to provide for or reimburse out-of-pocket expenses for all meals incurred until such time as the EMPLOYEE is allowed to go home. The three (3) hour overtime requirement shall be waived in cases of emergency call out. Reimbursement of meals shall be limited to \$10.00 for breakfast, \$12.00 for lunch and \$23.00 for dinner per EMPLOYEE.

## **Memorandum of Understanding - Clerical & Technical Units - 2007-2010**

- 17.00.00      **STANDBY COMPENSATION.**
- 17.01.00      Definition of Standby. When the EMPLOYER requires an EMPLOYEE to remain available for call-back at any time, the EMPLOYEE shall receive standby pay. Except in cases of emergency, all standby shall be approved in advance by the County Administrative Officer or his representative.
- 17.02.00      When an EMPLOYEE is required to standby, he/she shall be compensated for such standby time at the rate of one dollar and twenty cents (\$1.20) per hour.
- 18.00.00      **SHIFT DIFFERENTIAL.**
- 18.01.00      EMPLOYEES who are required to perform night duty as defined herein on regularly established shifts, shall, in addition to their regular salary, be paid \$3.00 per night shift worked.
- 18.02.00      A night shift shall mean an assigned schedule of work hours of which at least 6/8 of the shift is after 5:00 p.m. and before 8:00 a.m.
- 18.03.00      Night duty, as herein provided, is limited to the first eight (8) hours of a work shift exclusive of overtime and does not include standby time, or call-back overtime.
- 19.00.00      **ELIGIBLE LIST DURATION.**
- 19.01.00      It is agreed that employment eligible lists established for classifications assigned to the Department of Social Services will be limited to a maximum life of two years by the Department for open and promotional opportunities.
- 19.02.00      Whenever a provision of this MOU may be in conflict with the Merit System Classification Rules, the Merit System Rules shall take precedence.
- 20.00.00      **PROBATIONARY PERIOD.**
- 20.01.00      An EMPLOYEE appointed from an eligible list to a permanent classification in the Clerical/Technical Units shall serve a probationary period consisting of twelve (12) full calendar months in paid status.
- 20.02.00      Following a promotion, should an employee be rejected during probation, that employee shall be reinstated to the position and in the status from which he/she was appointed.
- 20.03.00      A promotional probationary employee who is returned to his/her former position due to another employee's failure to complete his/her required probationary period, shall have the right to return to that specific promotional position for a period of two years from the date of release. Such employee shall be required to satisfactorily complete the remaining portion of his/her probationary period.
- 20.04.00      All employees placed on Step A will remain on Step A for twelve (12) months before being moved to Step B.

**Memorandum of Understanding - Clerical & Technical Units - 2007-2010**

**21.00.00 TEMPORARY ASSIGNMENT.**

21.01.00 When an EMPLOYEE is temporarily assigned work out-of-classification, the EMPLOYEE will receive the pay of the higher classification commencing on the 15th regularly scheduled consecutive working day of such assignment. Where the assignment is made, and the EMPLOYER has knowledge that it will be an extended vacancy/absence (more than 15 days) giving rise to the assignment, the acting pay differential shall commence immediately upon assignment. All requests for temporary assignments shall be submitted to the County Administrative Officer for authorization or denial.

**22.00.00 PERSONAL VEHICLE USAGE.**

22.01.00 No EMPLOYEE in the Clerical or Technical Units shall be required to use his/her personal vehicle in the performance of his/her work duties for the EMPLOYER. When an EMPLOYEE, at his/her option, volunteers usage of his/her vehicle, the EMPLOYER shall compensate the EMPLOYEE for the use of said vehicle at the IRS approved rate adopted by the County Board of Supervisors.

**23.00.00 SAFETY.**

23.01.00 The EMPLOYER and the ASSOCIATION undertake to promote in every way possible the realization and the responsibilities of the individual EMPLOYEE with regard to preventing accidents to themselves or their fellow EMPLOYEES.

23.02.00 The EMPLOYER shall comply with all applicable laws and regulations pertaining to occupational safety and health.

23.03.00 The EMPLOYER agrees to make all reasonable provisions for safety and health of its EMPLOYEES.

23.04.00 In the event any safety or health hazard is detected, it shall promptly be reported to the appropriate supervisor. The EMPLOYER shall remedy the problem as soon as possible and no EMPLOYEE shall be exposed to the unsafe conditions pending its corrections.

23.05.00 No EMPLOYEE shall be discharged or otherwise disciplined for bringing to the attention of his/her supervisor any unsafe condition that may exist.

23.06.00 Safety Review Committee. The parties agree to the establishment of a Labor/Management Safety Committee to discuss and resolve problems concerning the Health, Safety and Education of County EMPLOYEES. The matters subject to review will include whether safety standards of equipment and clothing utilized by the COUNTY are sufficient to insure the maximum safety of all affected EMPLOYEES. The Committee shall make recommendations to the Board of Supervisors.

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**24.00.00 HEALTH AND WELFARE.**

24.01.00 The COUNTY agrees to fund and maintain a health benefit program at the contribution rate of 100% for single member coverage and an additional 50% for either two-party or dependent coverage using the premium rate structure of Blue Shield HMO – Other Southern California Region, under the Public Employees Retirement System (PERS) Program, offered dental program and the Vision Service Plan.

Utilization of the Blue Shield HMO (Other Southern California Region) premium rate structure as the basis for calculating the COUNTY'S contribution rates will affect those employees hired on or after the ratification of this MOU.

24.02.00 There shall be no change in the benefit levels, carriers or EMPLOYEE share during the term of the Agreement, unless mutually agreed upon by the COUNTY and the ASSOCIATION.

24.03.00 The County will maintain the IRS 125 Plan to cover health plan premiums and to expand the program to certain other eligible costs as feasible.

24.04.00 Any employee providing evidence of health coverage from an outside source, comparable to the coverage options with the County of Madera, will be eligible to have the COUNTY pay one hundred dollars (\$100.) per month into a deferred compensation account in lieu of participation in the County health benefit program.

24.05.00 The COUNTY will provide a voluntary benefits program. It is understood that participation in the plan is voluntary and at the employees expense.

24.06.00 EMPLOYER will contract with a licensed health care services provider for an Employee Assistance Program that will provide employees and their dependents confidential Behavioral Health counseling for a total of up to 3 visits each six months with an EMPLOYER cost not to exceed \$2.00 per month per employee.

**25.00.00 VACATION ACCRUAL.**

25.01.00 The EMPLOYER agrees to maintain the current vacation accrual as set forth in Madera County Code Section 2.60.580.

25.02.00 EMPLOYEES who are on leave without pay status due to an on-the-job injury shall continue to accrue vacation benefits for a period not to exceed three (3) months.

**26.00.00 SICK LEAVE.**

26.01.00 Subject to all other requirements, EMPLOYEES shall be allowed to use any accrued sick leave during their probationary period.

26.02.00 EMPLOYEES receiving State Disability Insurance or Workers' Compensation Temporary Disability Benefits and/or Social Security Disability benefits shall integrate leave benefits (sick leave, vacation, overtime, holiday compensation) and will be charged the equivalent time off, to

## **Memorandum of Understanding - Clerical & Technical Units - 2007-2010**

the nearest quarter (1/4) hour, to have their gross monthly salary when added to these benefits to equal the employee's gross regular salary when not receiving such benefits, for each day of disability payment until leave balances are exhausted. The average annual hourly rate as contained on the salary table shall be used for this purpose.

- 26.03.00 EMPLOYEES who are on leave without pay status due to an on-the-job injury shall continue to accrue sick leave benefits for a period not to exceed three (3) months.
- 26.04.00 Except as hereinafter provided, sick leave pay is granted only by the appointing authority and only in case of:
- (a) EMPLOYEE absence require by his bona fide illness or injury causing inability to work.
  - (b) Exposure to contagious disease requiring quarantine.
  - (c) To obtain consultation or treatment by a medical, dental, or optometry practitioner.
- 26.05.00 The appointing authority or Director of Human Resources may in any case require evidence in the form of a physician's certificate of the necessity of an EMPLOYEE'S absence on sick leave, or shall require such certification on all absences for consultation or treatment.
- 26.06.00 EMPLOYEES will not be entitled to sick leave while absent from duty on account of any of the following, except as provided:
- (a) Disability arising from any sickness or injury purposely self-inflicted or caused by other willful misconduct.
  - (b) Sickness or disability sustained while on leave of absence other than his or her regular vacation.
- 26.07.00 EMPLOYEES in the Clerical and Technical Representation Units shall be allowed one day sick leave credit for each month of continuous full-time service and shall not be limited in the number of sick leave days to accumulate. Upon termination, in addition to their regular compensation, accrued sick leave balance will be compensated according to the attachment entitled, Attachment II.
- 26.08.00 For purpose of calculation, upon termination, the first seventy-five (75) days of sick leave accrual shall be compensated at a rate not to exceed 50% of the current hourly rate as shown in Column "A" of Attachment II. For additional sick leave days accrued above 75 days, but not exceeding 150 days, sick leave compensation shall be paid at the rate shown in Column "B" of Attachment II. For sick leave days accrued in excess of 150 days, compensation shall be at the rate shown in Column "C" of Attachment II.
- 26.09.00 For purposes of computing compensation of unused sick leave at termination for EMPLOYEES currently in permanently allocated positions as of 10/1/83:
- (a) An EMPLOYEE with a sick leave balance in excess of 75 days with less than twenty (20) years of service, shall be entitled to use accrued days up to the 10/1/83 balance amount and Column "A" of Attachment II. Total additional sick leave accrual which is in excess of the 10/1/83 balance will be computed in accordance with Column "B" and "C" of Attachment II.

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- (b) An EMPLOYEE with more than 20 years service shall be entitled to the percentage of sick leave compensation in effect prior to 10/1/83 (Madera County Code 2.60.540, January 14, 1974) on accrued sick leave up to the number of days that existed as of 10/1/83. Total sick leave above the 10/1/83 balance will be computed in accordance with Columns "A", "B", and "C" of Attachment II. Additional years of service after 10/1/83 will not be used for the calculation of unused sick leave at termination.
- 26.10.00 The County will maintain the Catastrophic Leave Program. See Attachment III for the program documents.
- 27.00.00 RETURN TO WORK MEDICAL ASSESSMENT.
- 27.01.00 EMPLOYEES required by the Department of Human Resources to have a COUNTY medical assessment due to certain types of illnesses or injuries or long-term disabilities and who are released to return to work by their attending physician shall be available for a medical assessment by the County.
- 27.02.00 After receipt of notice of EMPLOYEE'S ability to return, the Department of Human Resources and the County Health Department shall within three (3) working days schedule and conduct the EMPLOYEE'S examination.
- 27.03.00 If the EMPLOYEE has obtained the necessary medical documentation satisfactory to the County Health Department, any loss of working hours to the EMPLOYEE in excess of three (3) working days due to the Health Department's inability to conduct an examination shall not result in loss of pay or benefits to the EMPLOYEE.
- 28.00.00 SPECIAL LEAVE WITH PAY.
- 28.01.00 An EMPLOYEE shall be granted special leave with pay not to exceed a total of 80 hours in any one calendar year to be charged to sick leave in the event of an illness of an EMPLOYEE'S spouse, son, daughter or parent or registered domestic partner such as to require his or her care. Son or daughter may include biological, adopted, foster, step or legal ward. Parent may include biological or parent in loco parentis.
- 28.02.00 An EMPLOYEE may be granted personal leave with pay, not to exceed twenty-four (24) hours in a calendar year to be charged to vacation. If no vacation balance is available, personal leave may be charged to sick leave. No less than four (4) hours of leave shall be granted at any one time. No request will be denied by the Department, unless the absence will cause an adverse impact upon the functioning of the Department.
- 28.03.00 Bereavement Leave, not to be charged to any leave balance, of three days (twenty-four hours) will be allowed for the death of a father, father-in-law, mother, mother-in-law, brother, sister, child or spouse. An EMPLOYEE shall be granted special leave with pay not to exceed a total of 56 hours in any one calendar year to be charged to sick leave in the event of a death of a member of the EMPLOYEE'S immediate family. "Immediate family" is defined as spouse, children, step-children, parents, guardians, grandparents, grandchildren, brothers, sisters, and in-laws.

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29.00.00 UNIFORM ALLOWANCE.

29.01.00 A uniform allowance of \$45.00 per month will be paid to the classification of Animal Services Officer.

30.00.00 HOLIDAYS.

30.01.00 The following days are established as holidays for EMPLOYEES of the Clerical and Technical Units:

NEW YEAR'S DAY, January 1  
MARTIN LUTHER KING, JR. DAY, the third Monday in January  
PRESIDENT'S DAY, the third Monday in February  
MEMORIAL DAY, the last Monday in May  
INDEPENDENCE DAY, July 4  
LABOR DAY, the first Monday in September  
VETERAN'S DAY, November 11  
THANKSGIVING DAY, the fourth Thursday in November  
FRIDAY AFTER THANKSGIVING  
CHRISTMAS DAY, December 25  
TWO FLOATING HOLIDAYS  
8-HOUR WINTER HOLIDAY (to be taken Christmas Eve)

Floating Holidays may be requested for any day of the year, subject to Madera County Code Section 2.60.590.

In addition, any day specified as a holiday (not to be confused with days of thanksgiving, prayer, fasting, or otherwise) by executive order of the Governor or President shall be a paid holiday.

Whenever a holiday falls on a Sunday, the following Monday shall be recognized in lieu thereof. Any officer or EMPLOYEE whose regularly scheduled day off falls on a holiday or who is otherwise required to work on a holiday shall be entitled to a day off with pay to be taken in accordance with the provisions of Madera County Code 2.60.590.

EMPLOYEES shall be entitled to one day off with pay, subject to the provisions of the Madera County Code Section 2.60.590 for each holiday that falls on a Saturday.

31.00.00 SENIORITY.

This seniority clause may be suspended for the good of the service. Examples of these exemptions are Federal, State or County mandates and codes.

31.01.00 Shift Assignment. Subject to the above, shifts shall be assigned on the basis of seniority for EMPLOYEES in a flexibly staffed classification series, after completion of one year, from the initial date of employment as a regular employee. Such EMPLOYEES shall be able to bid for shift assignment every six months.

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- 31.02.00 Vacation Assignment. During the month of January, EMPLOYEES of the Department of Social Services will have the opportunity to bid for vacation periods of five working days or more based upon seniority within class. Only one vacation period a year will be assigned on the basis of seniority.
- 31.03.00 Compensatory Time Off. If EMPLOYEES within the same classification make application for compensatory time off for the same or overlapping time periods, seniority will be the determining factor in granting the time off. Compensatory time off will be granted in accordance with Section 16.00.00. If authorized in lieu of sick leave, section 26.00.00 shall apply.
- 32.00.00 CLASSIFICATION REVIEWS.
- 32.01.00 When an EMPLOYEE determines that over a period of time a majority of his/her job duties have changed or have been modified, it shall be the right of the EMPLOYEE to request in writing a reclassification audit be conducted by the Director of Human Resources.
- 32.02.00 All EMPLOYEE reclassification requests as provided for above will be processed and either approved or denied by the Director of Human Resources in a timely manner. Reclassifications resulting in a salary increase/decrease will be made effective the first day of the pay period following the receipt of the request in the Human Resources Department.
- 33.00.00 OPENERS DURING THE TERM OF THE AGREEMENT.
- 33.01.00 The parties agree that during the term of this agreement, any item may be reopened by mutual agreement
- 34.00.00 SAVINGS CLAUSE.
- 34.01.00 The provisions of this Memorandum are declared to be severable and if any section, subsection, sentence, clause, or phrase of this Memorandum shall for any reason be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, subsections, sentences, clauses, and phrases of this Memorandum, but they shall remain in effect, it being the intent of the parties that this Memorandum shall stand.
- Should any portion of this Memorandum to be found invalid or unconstitutional, the parties will meet and confer to arrive at a mutually satisfactory replacement for the portion found to be invalid or unconstitutional.
- 35.00.00 EXCHANGE OF INFORMATION.
- 35.01.00 The EMPLOYER and the ASSOCIATION agree to promptly exchange all public information and documents regarding wages, hours, and working conditions affecting the EMPLOYEES of the Clerical and Technical Units.

## **Memorandum of Understanding - Clerical & Technical Units - 2007-2010**

### **36.00.00 RATIFICATION.**

36.01.00 Nothing contained in this Memorandum shall be deemed binding on either the EMPLOYER or the ASSOCIATION following signing of this Memorandum by the respective parties until it has been ratified by the ASSOCIATION'S membership and has been approved by the Madera County Board of Supervisors.

### **37.00.00 MISCELLANEOUS PROVISIONS.**

37.01.00 EMPLOYEES shall receive monthly pay on the last working weekday of the month, except in circumstances which are beyond the control of the Board of Supervisors.

37.02.00 The COUNTY shall provide EMPLOYEES the option of automatic deposit of their monthly pay to certain financial institutions.

37.03.00 The County Auditor-Controller shall be authorized to apply, in full, any necessary salary adjustment resulting from overpayment or underpayment to the next succeeding pay period, without regard to cause of such underpayment or overpayment.

37.04.00 The parties agree that the obligation to meet and confer has been met regarding the Computer Use Agreement, Dress Code, and Behavioral Health Ethical Code of Conduct. Also, the ASSOCIATION acknowledges the COUNTY'S intent to fingerprint and conduct criminal record check on employees likely to have routine contact with children or employees likely to have access to criminal offender record information.

### **38.00.00 DISCIPLINARY APPEALS**

38.01.00 EMPLOYEES in the Clerical and Technical Units may select usage of a hearing officer in lieu of the Civil Service Commission to hear the appeal of an Order for Discipline which resulted in termination from COUNTY service, subject to all provisions set forth in Chapters 2.54 and 2.57 of the Madera County Code not otherwise modified herein.

38.01.01 The EMPLOYEE shall request a hearing officer in lieu of the Civil Service Commission at the time of the initial request, filed pursuant to Section 2.54.120 of the Madera County Code, to appeal the order for Discipline.

38.02.00 To select the hearing officer, the COUNTY shall request five (5) names from the State Mediation and Conciliation Service and the COUNTY and the EMPLOYEE shall then alternately strike names from the list, with the COUNTY striking first, until only one name remains, and that person shall be the hearing officer.

38.03.00 The hearing officer shall conduct the hearing in accordance with Section 2.57.130 of the Madera County Code and shall, within thirty (30) days following close of the hearing, file with the Secretary of the Civil Service Commission his/her findings of fact and recommendation for affirmation, modification, or revocation of the Order for Discipline, and shall mail a copy of same to both the appellant and the appointing authority. The Secretary of the Civil Service

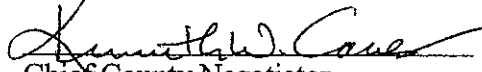
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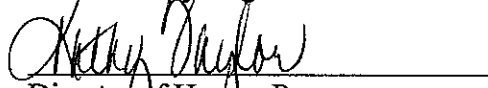
Commission shall, upon receipt, schedule the matter for consideration at the next regular meeting of the Civil Service Commission.

- 38.03.01 The Commission shall, without taking evidence or hearing argument on behalf of either appellant or the appointing authority, consider findings of fact and decision of the hearing officer and either affirm, modify, or revoke the Order for Discipline. The Commission shall serve written notice of its decision by U.S. Mail to both the appellant and the appointing authority.
- 38.04.00 The decision of the Commission shall be final.
- 39.00.00 TERM OF MEMORANDUM.
- 39.01.00 Except as otherwise provided herein, this Memorandum shall be effective upon adoption by the Board of Supervisors of the County of Madera and remain in effect until midnight the 31st of December, 2010.
- 39.02.00 This Memorandum may be extended by mutual agreement of the parties if additional time is needed to consummate a successor Memorandum.

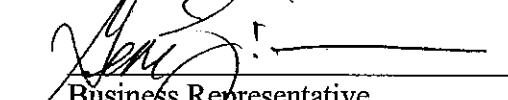
Signatures:

COUNTY OF MADERA  
("COUNTY")

  
Chief County Negotiator

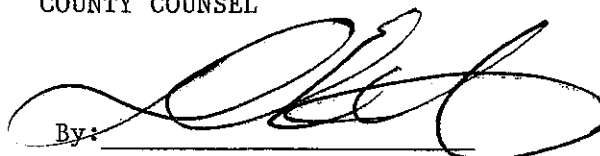
  
Director of Human Resources

MADERA COUNTY EMPLOYEES'  
ASSOCIATION ("ASSOCIATION")

  
Business Representative

  
President

Approved as to Legal Form  
COUNTY COUNSEL

By: 



# BOARD OF SUPERVISORS COUNTY OF MADERA

MADERA COUNTY GOVERNMENT CENTER  
200 WEST FOURTH STREET / MADERA, CALIFORNIA 93637  
(559) 675-7700 / FAX (559) 673-3302 / TDD (559) 675-8970

## MEMBERS OF THE BOARD

FRANK BIGELOW  
VERN MOSS  
RONN DOMINICI  
MAX RODRIGUEZ  
TOM WHEELER

TANNA G. BOYD, Chief Clerk of the Board

File No: 07030

Date: October 30, 2007

In the Matter of CONSIDERATION OF APPROVAL OF RATIFICATION OF MEMORANDUM  
OF UNDERSTANDING (MOU) FOR CLERICAL/TECHNICAL UNITS,  
HUMAN RESOURCES DEPARTMENT.

Upon motion of Supervisor Rodriguez, seconded by Supervisor Wheeler, it is  
ordered that the attached be and it is hereby adopted as shown.

I hereby certify that the above order was adopted by the following vote, to wit:

AYES: Supervisors Bigelow, Moss, Rodriguez and Wheeler.  
NOES: None.  
ABSTAIN: None.  
ABSENT: Supervisor Dominici.

Distribution:

ATTEST:

TANNA G. BOYD, CLERK  
BOARD OF SUPERVISORS

Auditor  
CAO

By *Danay Shrien*  
Deputy Clerk

✓ Human Resources  
✓ Madera County Employees' Association (Cheryl Gonzales)  
✓ Pending (Signature – Ken Caves)



## BOARD OF SUPERVISORS COUNTY OF MADERA

MADERA COUNTY GOVERNMENT CENTER  
200 WEST FOURTH STREET / MADERA, CALIFORNIA 93637  
(559) 675-7700 / FAX (559) 673-3302 / TDD (559) 675-8970

### MEMBERS OF THE BOARD

FRANK BIGELOW  
VERN MOSS  
RONN DOMINICI  
MAX RODRIGUEZ  
TOM WHEELER

TANNA G. BOYD, Chief Clerk of the Board

File No: 10030

Date: November 30, 2010

In the Matter of CONSIDERATION OF APPROVAL OF SIDELETTERS OF AGREEMENT WITH VARIOUS BARGAINING UNITS REGARDING CHANGE IN THE BENCHMARK PLAN FOR THE CALPERS HEALTH BENEFITS PROGRAM AND APPROVAL OF COST OF LIVING INCREASES TO THE MID-MANAGEMENT UNIT AND UNREPRESENTED/UNCLASSIFIED EMPLOYEES, EFFECTIVE JULY 1, 2011, HUMAN RESOURCES DEPARTMENT.

Upon motion of Supervisor Moss, seconded by Supervisor Rodriguez, it is ordered that the attached be and it is hereby adopted as shown.

I hereby certify that the above order was adopted by the following vote, to wit:

AYES: Supervisors Bigelow, Moss, Dominici, Rodriguez and Wheeler.  
NOES: None.  
ABSTAIN: None.  
ABSENT: None.

Distribution:

Granicus

ATTEST: TANNA G. BOYD, CLERK  
BOARD OF SUPERVISORS

By *Tanna G. Boyd*  
Assistant Clerk

**SIDELETTER OF AGREEMENT  
BY AND BETWEEN  
THE COUNTY OF MADERA  
AND THE  
MADERA COUNTY EMPLOYEES' ASSOCIATION  
(Clerical/Technical Bargaining Units)**

The parties, having met and conferred, agree to the terms of this sideletter, with the reference article amended as follows:

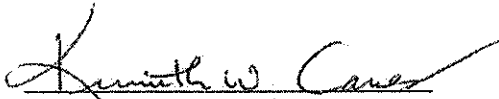
- 1) **Article 24.01.00:** The COUNTY agrees to fund and maintain a health benefit program at the contribution rate of 100% for single member coverage and an additional 50% for either two-party or dependent coverage using the CalPERS Blue Shield - Net Value HMO health plan, offered Dental Program and the Vision Service Plan.

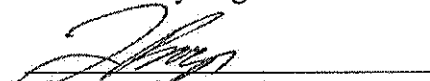
Utilization of the CalPERS Blue Shield - Net Value HMO health plan will be effective January 2011. EMPLOYEES of the ASSOCIATION shall have the opportunity to change Health Plans during the normal Open Enrollment Period (Sept/Oct 2010) for the 2011 Plan Year to accommodate the new, benchmark premium rate structure.

- 2) All provisions of the Memorandum of Understanding not amended by this agreement shall remain in effect.

Agreed this 30th day of September, 2010.


COUNTY OF MADERA:

  
Chief County Negotiator

  
Director of Human Resources

MADERA COUNTY EMPLOYEES'  
ASSOCIATION (ASSOCIATION):

  
President

  
Business Agent



## BOARD OF SUPERVISORS COUNTY OF MADERA

MADERA COUNTY GOVERNMENT CENTER  
200 WEST FOURTH STREET / MADERA, CALIFORNIA 93637  
(559) 675-7700 / FAX (559) 673-3302 / TDD (559) 675-8970

### MEMBERS OF THE BOARD

FRANK BIGELOW  
VERN MOSS  
RONN DOMINICI  
MAX RODRIGUEZ  
TOM WHEELER

TANNA G. BOYD, Chief Clerk of the Board

File No: 10030

Date: December 14, 2010

In the Matter of CONSIDERATION OF APPROVAL OF SIDELETTERS OF AGREEMENT  
WITH VARIOUS BARGAINING UNITS REGARDING THE CHANGE IN  
THE OBSERVANCE OF SATURDAY HOLIDAYS, HUMAN RESOURCES  
DEPARTMENT.

Upon motion of Supervisor Moss, seconded by Supervisor Dominici, it is  
ordered that the attached be and it is hereby adopted as shown.

I hereby certify that the above order was adopted by the following vote, to wit:

AYES: Supervisors Bigelow, Moss, Dominici, Rodriguez and Wheeler.  
NOES: None.  
ABSTAIN: None.  
ABSENT: None.

Distribution:

Human Resources (via E-mail)  
Granicus

ATTEST: TANNA G. BOYD, CLERK  
BOARD OF SUPERVISORS

By *Tanna G. Boyd*  
Deputy Clerk

**SIDELETTER OF AGREEMENT  
BY AND BETWEEN  
THE COUNTY OF MADERA  
AND THE  
MADERA COUNTY EMPLOYEES' ASSOCIATION  
(Clerical/Technical Bargaining Units)**

The parties, having met and conferred, agree to the terms of this sideletter, with the reference article amended as follows:


- 1) **Article 30.01.00; Paragraph four (4):** Effective January 1, 2011, whenever a holiday falls on a Saturday or Sunday, the previous Friday or the following Monday respectively, shall be recognized in lieu thereof. Any officer or EMPLOYEE whose regularly scheduled day off falls on a holiday or who is otherwise required to work on a holiday shall be entitled to a day off with pay to be taken in accordance with the provisions of Madera County Code Section 2.60.590.

**Article 30.01.00; Paragraph five (5): Deleted.**

- 2) All provisions of the Memorandum of Understanding not amended by this agreement shall remain in effect.

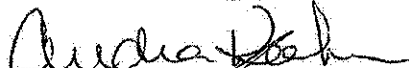
Agreed this 18<sup>th</sup> day of Nov, 2010.

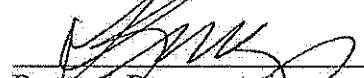
COUNTY OF MADERA:

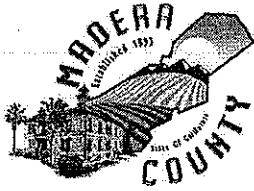
  
Chief County Negotiator

  
Director of Human Resources

MADERA COUNTY EMPLOYEES'  
ASSOCIATION (ASSOCIATION):

  
President

  
Business Representative



## BOARD OF SUPERVISORS COUNTY OF MADERA

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agendas available: [www.madera-county.com/supervisors](http://www.madera-county.com/supervisors)

### MEMBERS OF THE BOARD

FRANK BIGELOW  
DAVID ROGERS  
RONN DOMINICI  
MAX RODRIGUEZ  
TOM WHEELER

TANNA G. BOYD, Chief Clerk of the Board

File No: 11030

Date: April 12, 2011

In the Matter of CONSIDERATION OF ENTERING INTO AMENDMENT TO THE  
MEMORANDUM OF UNDERSTANDING (MOU) WITH THE CLERICAL AND  
TECHNICAL REPRESENTATION UNITS, FOR A TERM ENDING  
DECEMBER 31, 2011, HUMAN RESOURCES DEPARTMENT.

Upon motion of Supervisor Rogers, seconded by Supervisor Wheeler, it is  
ordered that the attached be and it is hereby adopted as shown.

I hereby certify that the above order was adopted by the following vote, to wit:

AYES: Supervisors Bigelow, Rogers, Dominici, Rodriguez and Wheeler.  
NOES: None.  
ABSTAIN: None.  
ABSENT: None.

Distribution:

Human Resources (via email)  
Madera County Employees Association (via HR)  
Granicus

ATTEST: TANNA G. BOYD, CLERK  
BOARD OF SUPERVISORS

By

*Briana Pana*  
Deputy Clerk II

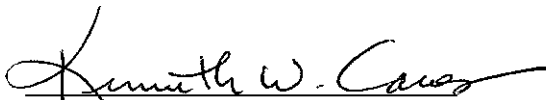
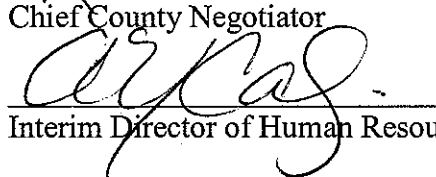
**ADDENDUM TO  
MEMORANDUM OF UNDERSTANDING  
BY AND BETWEEN  
THE COUNTY OF MADERA  
AND  
MADERA COUNTY EMPLOYEES' ASSOCIATION  
(CLERICAL/TECHNICAL UNITS)**

The parties, having met and conferred, agree to the terms of this addendum, with the reference article amended as follows:

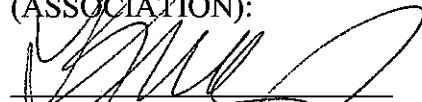
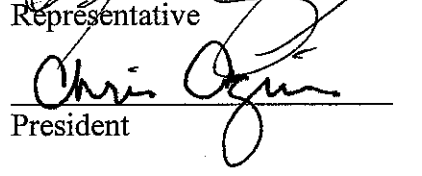
- 1) **Article 39.01.00:** Except as otherwise provided herein, this Memorandum shall be effective upon adoption by the Board of Supervisors of the County of Madera and remain in effect until midnight the 31<sup>st</sup> of December, 2011.
- 2) All provisions of the Memorandum of Understanding, including the Sideletters of Agreement ratified by the Board of Supervisors on November 30, 2010 (Health Insurance Benchmark) and December 14, 2010 (observance of Saturday Holiday), not amended by this signed agreement shall remain in effect.

Agreed this 12<sup>th</sup> day of April, 2011.

COUNTY OF MADERA:

  
Chief County Negotiator  
  
Interim Director of Human Resources

MADERA COUNTY  
EMPLOYEES' ASSOCIATION  
(ASSOCIATION):

  
Representative  
  
President

**Clerical Unit – Overtime Eligible Classifications**

Account Clerk I  
Account Clerk II  
Account Clerk III  
Accounting Technician I  
Accounting Technician II  
Administrative Assistant  
Assessment Clerk I  
Assessment Clerk II  
Assessment Technician  
Central Services Assistant  
Child Support Assistant I  
Child Support Assistant II  
Clerical Assistant  
Correctional Records Specialist I  
Correctional Records Specialist II  
Data Entry Operator  
Deputy Clerk to the County Clerk-Recorder I  
Deputy Clerk to the County Clerk-Recorder II  
Legal Secretary I  
Legal Secretary II  
Library Assistant  
Library Branch Assistant  
Library Technician  
Medical Secretary  
Micrographics Clerk  
Office Assistant – Typist I  
Office Assistant – Typist II  
Office Assistant I  
Office Assistant II  
Office Assistant III  
Personnel Assistant  
Personnel Assistant I  
Personnel Assistant II  
Personnel Technician I  
Personnel Technician II  
Program Assistant I  
Program Assistant II  
Program Manager's Secretary  
Program Secretary  
Purchasing Assistant I  
Purchasing Assistant II  
Secretary  
Senior Account Clerk  
Sheriff's Office Assistant I  
Sheriff's Office Assistant II

**Technical Unit – Overtime Eligible**

Agricultural and Standards Technician  
Animal Services Assistant  
Animal Services Officer I  
Animal Services Officer II  
Buyer I  
Buyer II  
Cadastral Drafting Technician I  
Cadastral Drafting Technician II  
Central Services Worker  
Child Support Assistant III  
Child Support Special Programs Coordinator  
Child Support Specialist I  
Child Support Specialist II  
Child Support Specialist III  
Collector  
Communicable Disease Investigator  
Community Service Officer  
Eligibility Worker I  
Eligibility Worker II  
Eligibility Worker III  
Engineering Aide  
Engineering Technician  
Identification Technician  
Investigative Assistant  
Kennel Attendant  
Mental Health Aide  
Nutrition Assistant I  
Nutrition Assistant II  
Permit Technician  
Planning Technician  
Probation Aide I  
Probation Aide II  
Program Support Worker  
Property and Evidence Technician  
Public Health Assistant  
Public Health Education Assistant  
Public Health Laboratory Technician  
Revenue Services Officer  
Revenue Services Technician  
Senior Accounting Technician  
Senior Library Branch Assistant  
Senior Nutrition Assistant  
Senior Permit Technician  
Senior Program Assistant  
Senior Sheriff's Office Assistant  
Sheriff's Department Public Information Officer  
Systems Support Analyst  
Therapy Assistant  
Veterans Service Representative  
Vocational Assistant  
Vocational Assistant - Driver  
Vocational Trainee  
X-Ray Technician

# Memorandum of Understanding - Clerical & Technical Units - 2007-2010

Attachment II

## TECHNICAL UNIT

<u>Years of Service</u>	Percentage (%) of Current Hourly Rate		
	A (0 - 600 hours)	B (601-1200 hours)	C (over 1200 hours)
5 or more	15	7.50	3
10 or more	25	12.5	5
15 or more	35	17.5	7
20 or more	50	25.0	10

## CLERICAL UNIT

<u>Years of Service</u>	Percentage (%) of Current Hourly Rate		
	A (0 - 600 hours)	B (601-1200 hours)	C (over 1200 hours)
5	10	8	2
6	12	6	2.4
7	14	7	2.8
8	16	8	3.2
9	18	9	3.6
10	20	10	4.0
11	23	11.5	4.6
12	26	13	5.2
13	29	14.5	5.8
14	32	16	6.4
15	35	17.5	7.0
16	38	19	7.6
17	41	20.5	8.2
18	44	22	8.8
19	47	23.5	9.4
20 and over	50	25	10.0

**CATASTROPHIC LEAVE PROGRAM**

County of Madera  
CATASTROPHIC LEAVE PROGRAM

The Catastrophic Leave Program is designed to assist employees (receiving employees) who have exhausted paid time credits due to a serious, catastrophic, or debilitating illness, injury, or condition. This Program allows other employees (donating employees) to make grants of time so that a receiving employee can remain in a paid status for a longer period of time, thus partially reducing the financial impact of the illness or injury. A person may receive no more than 60 credit days in this program for any qualifying illness, injury, or condition and must have returned to work for a period of no less than twelve (12) months prior to making application for any subsequent other illness, injury, or condition.

Eligibility:

There are five criteria for eligibility to be a receiving employee.

1. The receiving employee must have permanent status.
2. The receiving employee must exhaust all available sick leave, vacation, holiday, and compensatory time.
3. The receiving employee must coordinate any leave time donated with any Worker's Compensation and Short Term Disability Benefits.
4. The receiving employee must have sustained a serious or debilitating illness, injury or condition which must be verified by the employee's doctor.
5. The receiving employee must be prevented from returning to work for at least thirty (30) days and have applied and been approved for a medical leave of absence.

Application:

Applications for Catastrophic Leave are available from department payroll clerks or from the Personnel Department. Receiving employees must submit the application with supporting medical documentation to the Appointing Authority. The Appointing Authority shall either approve or deny requests for participation in the Program and forward the application and supporting documents to the Personnel Director within five (5) days of receipt of the complete application. A receiving employee may be required to verify the status of the qualifying condition for continued eligibility in the Program.

Approval of Application:

Approved applications will be identified by employee number for purposes of confidentiality. The degree to which an application for participation in the Catastrophic Leave Program is kept confidential shall be the responsibility of the receiving employee. A receiving employee may choose to tell coworkers of the Application or may request an Employee Association to seek contributions on their behalf. Department Payroll Clerks shall not be responsible for seeking contributions on behalf of receiving employees and shall maintain the confidentiality of both receiving and donating employees.

NO DONATIONS MAY BE SOLICITED IN SUCH A WAY AS TO PRESSURE OR INTIMIDATE COWORKERS FOR THE PURPOSE OF CONTRIBUTIONS. EMPLOYEES WHO LEARN OF THE CONTRIBUTIONS OF OTHERS SHALL NOT MAKE THAT INFORMATION KNOWN FOR THE PURPOSE OF SOLICITING CONTRIBUTIONS.

Benefits:

Donations made to receiving employees shall be credited as sick leave. For the period of time that the receiving employee is in paid status, benefits such as seniority, sick leave accrual, vacation accrual, etc., shall continue pursuant to provisions for all other accrued sick leave.

Denial of Application:

Applications which have been denied by either the Appointing Authority and/or the Personnel Director may be appealed to the County Administrative Officer. The decision of the County Administrative Officer shall be final and binding and neither the decision or the fact of the denied application shall be subject to the grievance process.

Donations:

Donations shall be made by completing the Catastrophic Leave Program Donation Form which must be approved by both the receiving employee's Appointing Authority and the Personnel Director. Forms are available from department payroll clerks and the Personnel Department.

Donating employees may contribute vacation, holiday and compensatory time. Donating employees may not contribute sick leave. A donation must initially be a minimum of four (4) hours and thereafter, in one (1) hour

increments. The total donation may be a combination of various types of leave (excluding sick leave) and shall be credited to the receiving employee as sick leave on an hour-for-hour basis. Once donated, the leave credits are subject to the receiving employee's monthly rate of pay.

Donations are irrevocable and once made, become the property of the receiving employee.

The donating employee may contribute up to one-half of their total balance of vacation, holiday and compensatory time as recorded in the records of the Personnel Department. The receiving employee may not be credited with more than sixty (60) credit days of leave, as defined, and in any case may not receive credits in excess of the expected duration of the leave as certified by the medical provider.

Upon approval, the Personnel Department will adjust the leave balances of both the donating employee and the receiving employee by deducting contributions from the appropriate balances of the donating employee and crediting the contributions to the sick leave balance of the receiving employee.

The Personnel Department will process contributions only within the current pay period. Donation Forms received by the Personnel Department which are in excess of the receiving employee's needs for the current pay period will be held by the Personnel Department to be processed in the following pay period. Donation Forms which are in excess of a receiving employee's eligibility will be returned to the donating employee.

Other Provisions:

**SIXTY CREDIT DAYS:** Sixty credit days is defined as calendar days from the beginning to the end of the leave. It is not the intent of this Program to entitle any receiving employee to be credited with sixty (60) working days of contributions.

**STATE DISABILITY INSURANCE AND WORKER'S COMPENSATION INSURANCE:** Other than waiting days for eligibility, employees with qualifying conditions must have made application for benefits under one of these programs to be eligible for catastrophic leave.

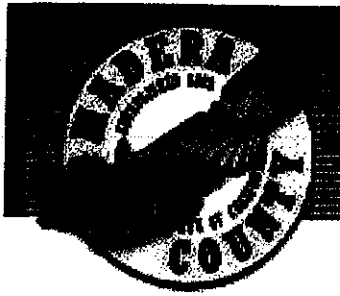
**EMPLOYEE REPRESENTATION UNITS:** Donating employees and receiving employees shall be eligible to donate/receive contributions without regard to representation unit.

**CONFIDENTIALITY:** Receiving employees shall have the right to keep the nature of their illness, injury or condition confidential and at all times the names of donating employees and the amount of time contributed by each shall remain confidential.

**ORDER OF DONATION CREDITS:** Donations will be accepted or rejected and credited to the receiving employee in the order received.

**TAXATION ISSUES:** The County of Madera will not be responsible for determining the taxability or consequences of donations or credits. Withholding will be made based upon the best information available to the County Auditor-Controller.

**FITNESS FOR DUTY, MEDICAL SEPARATION AND/OR DISABILITY RETIREMENT:** The provisions of the Catastrophic Leave Program shall not preclude the County from taking any and all actions available as a management right prior to the establishment of the Program. These rights include but are not limited to fitness for duty evaluation, medical separation, and/or disability retirement. Neither does this Program change the obligation of the County to comply with all laws and regulations pertaining to employee medical leave and the disabled.



**Madera County  
CATASTROPHIC LEAVE PROGRAM  
Application**

Name: \_\_\_\_\_

Employee # \_\_\_\_\_

Department: \_\_\_\_\_

**Employee Certification:**

I request to participate in the Madera County Catastrophic Leave Program. I am making this request because I have a serious illness, injury or condition.

I have attached the statement of my medical provider briefly describing my qualifying condition and the anticipated duration of my need for leave.

I have read and understand the terms and conditions of the Madera County Catastrophic Leave Program and further certify as follows:

- I have permanent status as an employee of Madera County
- I have sustained a serious illness, injury or condition.
- I have exhausted all paid time off or will do so by \_\_\_\_\_.
- I will be unable to work for thirty (30) days and have applied for a leave of absence without pay.

Signed: \_\_\_\_\_ Date: \_\_\_\_\_

☐ Approved

☐ Denied- Reason: \_\_\_\_\_

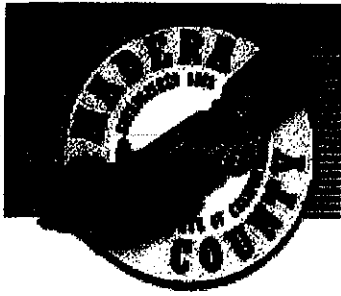
Department Head: \_\_\_\_\_ Date: \_\_\_\_\_

☐ Approved

☐ Denied- Reason: \_\_\_\_\_

Personnel Director: \_\_\_\_\_ Date: \_\_\_\_\_

**Note: Applications which have been denied shall be immediately returned to the Applicant. The Applicant may appeal the decision to deny the request by filing a written request for reconsideration with the County Administrative Officer.**



**Madera County  
CATASTROPHIC LEAVE PROGRAM  
Donation Form**

Donor Name: \_\_\_\_\_ Employee # \_\_\_\_\_

Department: \_\_\_\_\_

Receiving Employee Name: \_\_\_\_\_

Department of Receiving Employee: \_\_\_\_\_

I hereby donate the following leave time (four (4) hour minimum donation) to the above-named receiving employee:

\_\_\_\_\_ hours vacation leave

\_\_\_\_\_ hours compensatory time

\_\_\_\_\_ hours holiday compensatory time

\_\_\_\_\_ management leave

I understand that once this donation is accepted it will be irrevocable and that the hours indicated above will not, under any circumstances, be returned to me. My signature constitutes authorization for the deduction of these hours from my leave balance records on file at the Madera County Personnel Department and a credit to be made to the Receiving Employee as indicated.

Donor Signature: \_\_\_\_\_ Date: \_\_\_\_\_

☐ Approved

☐ Denied- Reason: \_\_\_\_\_

Department Head: \_\_\_\_\_ Date: \_\_\_\_\_

☐ Approved

☐ Denied- Reason: \_\_\_\_\_

Personnel Director: \_\_\_\_\_ Date: \_\_\_\_\_

Note: Once signed by the Department Head, this form should be immediately forwarded to the Personnel Department. Upon approval of both the Department Head and the Personnel Director the leave indicated will be debited to the Donor's leave balance account and credited to the Receiving Employee.

**SALARY ADJUSTMENTS  
(Effective January 1, 2008)**

Account Clerk I	92 E	\$2,116	93 E	\$2,127	0.5%	\$11	Acct Clerk I 1976
Account Clerk II	122 E	\$2,458	123 F				Acct Clerk II 1976

9/27/2007 2:16 PM

# CLERICAL BARGAINING UNIT

Medical Secretary	133 E	\$2,596	141 E	\$2,702	4.1%	\$106	= O.A. III (C)
Micrographics Clerk	99 E	\$2,191	117 E	\$2,397	9.4%	\$206	= Dep. Clerk to Co. Chk.-Rec. I
Office Assistant I (C)	83 E	\$2,023	91 E	\$2,105	4.1%	\$82	O.A. II (C)-10%
Office Assistant II (C)	103 E	\$2,235	111 E	\$2,326	4.1%	\$91	Bench -4.0%
Office Assistant III (C)	133 E	\$2,596	141 E	\$2,702	4.1%	\$106	O.A. II (C)+15%
Office Assistant-Typist I (C)	83 E	\$2,023	91 E	\$2,105	4.1%	\$82	O.A. II (C)-10%
Office Assistant-Typist II (C)	103 E	\$2,235	111 E	\$2,326	4.1%	\$91	O.A. II (C)-10%
Personnel Assistant (MSS)	153 E	\$2,869	153 E	\$2,869	0.0%	\$0	Pers. Tech. I (C)-10%
Personnel Assistant I	103 E	\$2,235	103 E	\$2,235	0.0%	\$0	Pers. Tech. II (C)-15%
Personnel Assistant II	133 E	\$2,596	133 E	\$2,596	0.0%	\$0	Pers. Tech. I (C)-10%
Personnel Tech. I (C)	153 E	\$2,869	153 E	\$2,869	0.0%	\$0	Pers. Tech. II (C)-15%
Personnel Tech. II (C)	183 E	\$3,332	183 E	\$3,332	0.0%	\$0	Bench -0%
Program Assistant I (C)	113 E	\$2,350	121 E	\$2,445	4.0%	\$95	Prgm. Asst. II (C)-10%
Program Assistant II (C)	133 E	\$2,596	141 E	\$2,702	4.1%	\$106	= O.A. III (C)
Prgm. Mgr. Secty.	133 E	\$2,596	141 E	\$2,702	4.1%	\$106	= O.A. III (C)
Program Secretary	133 E	\$2,596	141 E	\$2,702	4.1%	\$106	= O.A. III (C)
Purchasing Assistant I	112 E	\$2,338	112 E	\$2,338	0.0%	\$0	Purchasing Asst. II -15%
Purchasing Assistant II	142 E	\$2,715	142 E	\$2,715	0.0%	\$0	Buyer I -20%
Secretary (MSS)	177 E	\$3,233	193 E	\$3,502	8.3%	\$269	= Admin. Asst.
Sheriff's Office Asst. I	103 E	\$2,235	111 E	\$2,326	4.1%	\$91	Sheriff's O.A. II -15%
Sheriff's Office Asst. II	133 E	\$2,596	141 E	\$2,702	4.1%	\$106	= O.A. III (C)

# TECHNICAL BARGAINING UNIT

Ag & Stds Tech.	138 E	\$2,662	148 E	\$2,798	5.1%	\$136	Ag Insp. I - 15%
Animal Control Assistant	103 E	\$2,235	118 E	\$2,409	7.8%	\$174	ACO I - 7.5%
Animal Control Officer I	118 E	\$2,409	133 E	\$2,596	7.8%	\$187	ACO II - 15%
Animal Control Officer II	148 E	\$2,798	163 E	\$3,015	7.8%	\$217	Bench - 7.5%
Kennel Attendant	88 E	\$2,074	103 E	\$2,235	7.8%	\$161	ACO I - 15%
Buyer I	182 E	\$3,315	182 E	\$3,315	0.0%	\$0	Buyer II - 15%
Buyer II	212 E	\$3,850	212 E	\$3,850	0.0%	\$0	Bench - 0%
Cad. Draft Tech I	163 E	\$3,015	176 E	\$3,217	6.7%	\$202	Cad. Draft Tech II - 15%
Cad. Draft Tech II	193 E	\$3,502	206 E	\$3,737	6.7%	\$235	Bench - 6.5%
Central Services Worker	103 E	\$2,235	111 E	\$2,326	4.1%	\$91	Central Services Asst. + 10%
Child Support Assistant III	153 E	\$2,869	161 E	\$2,985	4.0%	\$116	Child Supp Asst. II + 10%
Child Supp. Spec. Prog. Coord.	222 E	\$4,047	222 E	\$4,047	0.0%	\$0	=Staff Svcs. Analyst I
Child Supp Specialist I	136 E	\$2,635	136 E	\$2,635	0.0%	\$0	Child Supp Specialist II - 15%
Child Supp Specialist II	166 E	\$3,061	166 E	\$3,061	0.0%	\$0	Bench - 0%
Child Supp. Specialist III	186 E	\$3,382	186 E	\$3,382	0.0%	\$0	Child Support Spec II + 10%
Collector	168 E	\$3,092	168 E	\$3,092	0.0%	\$0	Bench - 0%
Revenue Services Officer	183 E	\$3,332	183 E	\$3,332	0.0%	\$0	Revenue Services Tech + 15%
Revenue Services Technician	153 E	\$2,869	153 E	\$2,869	0.0%	\$0	Bench - 0%
Communicable Disease Invest.	181 E	\$3,299	181 E	\$3,299	0.0%	\$0	Bench - 0%
Community Service Officer	163 E	\$3,015	171 E	\$3,138	4.1%	\$123	Prog. Asst. II (C) + 15%
Eligibility Worker I	114 E	\$2,361	127 E	\$2,520	6.7%	\$159	E.W. II - 15%
Eligibility Worker II	144 E	\$2,743	157 E	\$2,926	6.7%	\$183	Bench - 6.5%
Eligibility Worker III	164 E	\$3,030	177 E	\$3,233	6.7%	\$203	E.W. II + 10%
Engineering Aide	170 E	\$3,123	170 E	\$3,123	0.0%	\$0	Bench - 0%

# TECHNICAL BARGAINING UNIT

Engineering Technician	224 E	\$4,088	224 E	\$4,088	0.0%	\$0	Bench -0%
Identification Technician	173 E	\$3,170	181 E	\$3,299	4.1%	\$129	Comm. Srvc. Officer +5%
Investigative Asst	167 E	\$3,076	167 E	\$3,076	0.0%	\$0	Welfare Inv. II - 32.5%
Mental Health Aide	137 E	\$2,649	137 E	\$2,649	0.0%	\$0	MH Caseworker I -15%
Nutrition Asst. I	113 E	\$2,350	121 E	\$2,445	4.0%	\$95	=Program Asst. I (C)
Nutrition Asst. II	143 E	\$2,729	151 E	\$2,840	4.1%	\$111	Nut. Asst. I +15%
Senior Nutrition Asst	163 E	\$3,015	171 E	\$3,138	4.1%	\$123	Nut. Asst. II +10%
Permit Technician	217 E	\$3,948	217 E	\$3,948	0.0%	\$0	Plan Checker -20%
Sr. Permit Technician	237 E	\$4,362	237 E	\$4,362	0.0%	\$0	Permit Tech. + 10%
Planning Tech.	180 E	\$3,282	185 E	\$3,365	2.5%	\$83	Planner I -15%
Probation Aide I	126 E	\$2,507	135 E	\$2,622	4.6%	\$115	Probation Aide II -15%
Probation Aide II	156 E	\$2,912	165 E	\$3,046	4.6%	\$134	Bench -4.5%
Program Support Worker	43 E	\$1,657	51 E	\$1,725	4.1%	\$68	Central Svcs Asst. -20%
Property & Evidence Technician	173 E	\$3,170	181 E	\$3,299	4.1%	\$129	Comm. Srvc. Officer +5%
Public Health Asst.	113 E	\$2,350	121 E	\$2,445	4.0%	\$95	=Program Asst. I (C)
Public Health Educ. Asst.	195 E	\$3,537	195 E	\$3,537	0.0%	\$0	Bench -0%
Public Health Lab Tech.	183 E	\$3,332	194 E	\$3,520	5.6%	\$188	Lab Intern -20%
Sheriff's Dept. Pub. Info. Officer	173 E	\$3,170	181 E	\$3,299	4.1%	\$129	Comm. Srvc. Officer +5%
Sr. Accounting Technician	188 E	\$3,416	203 E	\$3,681	7.8%	\$265	Acct Tech II +10%

# TECHNICAL BARGAINING UNIT

Job Title	Step	Rate	Step	Rate	Percentage	Point	Recommendation
St. Library Branch Assistant	155 E	\$2,897	160 E	\$2,971	2.6%	\$74	Library Branch Asst +10%
Sr. Program Asst.	153 E	\$2,869	161 E	\$2,985	4.0%	\$116	Prgrm Asst II (C) +10%
Sr. Sheriff's Office Asst.	153 E	\$2,869	161 E	\$2,985	4.0%	\$116	Sheriff's O.A. II +10%
Systems Support Analyst	192 E	\$3,485	209 E	\$3,793	8.8%	\$308	Bench -8.5%
Therapy Assistant	113 E	\$2,350	121 E	\$2,445	4.0%	\$95	=Program Asst. I (C)
Veterans Service Representative	190 E	\$3,450	190 E	\$3,450	0.0%	\$0	Bench -0%
Vocational Assistant	92 E	\$2,116	93 E	\$2,127	0.5%	\$11	Bench -0.5%
Vocational Trainee	82 E	\$2,013	83 E	\$2,023	0.5%	\$10	Vocational Asst. -5%
Vocational Asst.-Driver	92 E	\$2,116	93 E	\$2,127	0.5%	\$11	Bench -0.5%
X-Ray Technician	194 E	\$3,520	211 E	\$3,831	8.8%	\$311	Bench -8.5%